

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI

UNITED STATES OF AMERICA,)	
Plaintiff)	
vs.)	Case No. 22-06139-DGK
)	
MEDICAL COST SHARING, INC.,)	
CRAIG A. REYNOLDS,)	
and)	
JAMES L. MCGINNIS)	
Defendant)	

ANSWER TO THE VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF

COMES NOW, the Defendant Craig Reynolds and for his Answer to the Verified Complaint for Injunctive Relief states as follows:

1. Defendant denies the allegations contained in paragraph 1.
2. Defendant denies the allegations contained in paragraph 2.
3. Defendant denies the allegations contained in paragraph 3.
4. Defendant denies the allegations contained in paragraph 4.
5. Defendant denies the allegations contained in paragraph 5.
6. Defendant denies the allegations contained in paragraph 6.
7. Defendant admits that this civil action was brought pursuant to 18 U.S.C. § 1345.
8. Defendant denies the allegations contained in paragraph 8.
9. Defendant admits that the allegations contained in paragraph 9.
10. Defendant admits that venue is proper in the Western District of Missouri for the Federal District Court. Defendant denies the other allegations set forth in paragraph 10.
11. Defendant admits the allegations contained in paragraph 11.
12. Defendant admits the allegations contained in paragraph 12.
13. Defendant admits the allegations contained in paragraph 13.

14. Defendant admits allegations contained in paragraph 14 that MCS at one time maintained an internet website which has since been discontinued.

15. Defendant admits the allegations contained in paragraph 15.

16. Defendant denies the allegations contained in paragraph 16.

17. Defendant denies the allegations contained in paragraph 17.

18. Defendant denies the allegations contained in paragraph 18.

19. Paragraph 19 does not contain allegations against the Defendant Craig Reynolds and Defendant Craig Reynolds therefore denies same.

20. Defendant denies the allegations contained in paragraph 20.

21. Defendant admits the allegations contained in paragraph 21.

22. Defendant admits the allegations contained in paragraph 22.

23. Defendant denies the allegations contained in paragraph 23.

24. Defendant denies the allegations contained in paragraph 24.

25. Defendant admits allegations contained in paragraph 14 that MCS at one time maintained an internet website www.mcsmedicalcostsharing.com.

26. Defendant denies the allegations contained in paragraph 26. Defendant states by way of further answer that the website has been discontinued.

27. Defendant denies the allegations contained in paragraph 27.

28. Defendant admits that applicants through the website would select the desired healthcare sharing plan freely and voluntarily without coercion, misrepresentation or fraud and therefore the Defendant denies the remaining allegations contained in paragraph 28.

29. Defendant denies the allegations contained in paragraph 29.

30. Defendant admits that in promotional materials the website as well as applications promised to pay so long as a medical claim was validated. The Defendant states by way of

further answer that there was a process disclosed to members indicating and informing the members how a medical claim could be validated. Defendant denies the remaining the allegations set forth in paragraph 30.

- 31. Defendant denies the allegations contained in paragraph 31.
- 32. Defendant denies the allegations contained in paragraph 32.
- 33. Defendant denies the allegations contained in paragraph 33.
- 34. Defendant denies the allegations contained in paragraph 34.
- 35. Defendant denies the allegations contained in paragraph 35.
- 36. Defendant denies the allegations contained in paragraph 36.
- 37. Defendant to the extent earlier admitted or denied the allegations contained in paragraph 37.

- 38. Defendant denies the allegations contained in paragraph 38.
- 39. Defendant denies the allegations contained in paragraph 39.
- 40. Defendant denies the allegations contained in paragraph 40.
- 41. Defendant denies the allegations contained in paragraph 41.
- 42. Defendant denies the allegations contained in paragraph 42.

WHEREFORE, having fully answered the Verified Complaint for Injunctive Relief, the Defendant Craig Reynolds prays for an order denying the injunctive relief sought by the Plaintiff, for an order denying any restraining order against Defendant and for such other and further relief as to the Court seems just and equitable.

Respectfully submitted,

HENSLEY LAW OFFICE

/s/ Kenneth C. Hensley

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF MAILING

I hereby certify that on February 3, 2023 the foregoing entry was efiled via the CM/ECF System and that the same was sent electronically to the counsel of record in this case.

/s/ Kenneth C. Hensley

Kenneth C. Hensley